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CLERK, U.S. DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA

*yfb*  
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INTERNET MATRIX, INC.

9 UNITED STATES DISTRICT COURT

10 FOR THE SOUTHERN DISTRICT OF CALIFORNIA.

11 INTERNET MATRIX, INC., a California  
corporation,

12 Plaintiff,

13 v.

14 BAYSTONE MEDIA, INC., a New York  
15 Corporation,

16 Defendant.

Case No. **'10 CV 1828 DMS**

**CAB**

**COMPLAINT FOR:**

- 1) TRADEMARK INFRINGEMENT (LANHAM ACT);
- 2) UNFAIR COMPETITION (LANHAM ACT; CAL. BUS. & PROF. CODE 17200; COMMON LAW);
- 3) INTENTIONAL INTERFERENCE WITH CONTRACT; AND
- 4) INTENTIONAL INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE.

**[ JURY DEMANDED ]**

28 COMPLAINT

*CR*

1 Plaintiff INTERNET MATRIX, INC. ("iMatrix") hereby alleges its Complaint against  
2 BAYSTONE MEDIA, INC. ("Defendant" or "Baystone"), as follows:

3 **I. NATURE OF THE ACTION**

4 1. This is an action based on trademark infringement (Lanham Act, 11 U.S.C. §§ 1114,  
5 1125), unfair competition (Lanham Act, 11 U.S.C. § 1125; Cal. Bus. & Prof. Code § 17200 *et seq.*;  
6 common law), intentional interference with prospective economic advantage, and intentional  
7 interference with contract. iMatrix seeks damages, as well as injunctive and other equitable relief,  
8 against Baystone.

9 **II. THE PARTIES**

10 2. Plaintiff iMatrix is a California corporation with its principal place of business in San  
11 Diego, California.

12 3. On information and belief, Defendant Baystone is a corporation, incorporated in  
13 New York, with its principal place of business in Jericho, New York.

14 **III. JURISDICTION AND VENUE**

15 4. This action arises out of the Baystone's violation of the Lanham Act (11 U.S.C. §§  
16 1114, 1117, 1125). Therefore, the Court has federal question subject matter jurisdiction of this  
17 action based on 28 U.S.C. § 1331. This is also an action for state-law claims arising from the same  
18 case or controversy, so the Court has supplemental subject matter jurisdiction over those state-law  
19 claims per 28 U.S.C. § 1367. Further, iMatrix is domiciled in California, Baystone is domiciled in  
20 New York, and the amount in controversy exceeds \$75,000.00, so the Court has diversity subject  
21 matter jurisdiction per 28 U.S.C. § 1332.

22 5. Upon information and belief, Baystone engaged in conduct that purposefully avails it  
23 of the privilege of conducting business in California by offering for sale website development and  
24 hosting services to customers in California, and further has purposefully directed its tortious  
25 harmful conduct at California by gaining unauthorized access (hacking) into iMatrix computers  
26 located in California, including specifically computers located in the Southern District of California,  
27 and used said access to cause harm to iMatrix and its customers. Baystone has undertaken the  
28

1 foregoing acts with knowledge that such acts would affect Computers and users of Computers  
2 located in California, thereby injuring iMatrix and its customers in California and elsewhere in the  
3 United States. Therefore, this Court has personal jurisdiction over Baystone.

4 6. Pursuant to 28 U.S.C. § 1391(b), venue is proper in this judicial district, since a  
5 substantial part of the events or omissions giving rise to iMatrix's claims, together with a substantial  
6 part of the property that is the subject of iMatrix's claims, are situated in this judicial district.  
7 Further, venue is proper in this judicial district under 28 U.S.C. § 1391(c) because Baystone is  
8 subject to personal jurisdiction in this judicial district.

#### 9 IV. FACTUAL BACKGROUND

10 7. iMatrix is a full service Internet solutions provider that specializes in providing  
11 custom website development, email services, and internet marketing for small and medium sized  
12 businesses in selected industries and markets, including specifically the chiropractic market doing  
13 business as ChiroMatrix.

14 8. iMatrix has a valid U.S. registration for the trademark CHIROMATRIX in class 44  
15 for the providing of websites featuring information in the field of chiropractics, Reg. No. 3,668,801.  
16 A true and correct copy of the CHIROMATRIX trademark registration is attached hereto as **Exhibit**  
17 **1**.

18 9. Baystone is a competitor to iMatrix, providing Internet solutions targeting, among  
19 other fields, the chiropractic market under the marketing name Online Chiro.

20 10. In the summer of 2010, iMatrix conducted a one-week market research survey in  
21 which it contacted prospective customers who operate chiropractic offices, to offer special  
22 promotional pricing and terms. The promotional offer was discontinued after the one-week trial  
23 period.

24 11. In or about August 2010, Baystone retaliated against iMatrix for its legitimate and  
25 lawful efforts to test the market and attract potential new clients, by improperly accessing and using  
26 Internet services that are hosted by iMatrix computers in California to disrupt and harm iMatrix's  
27 business.

1           12.    Baystone sent false emails to customer of iMatrix making it look like the email was  
2 from iMatrix when it was in reality from Baystone. Specifically, Baystone:

3           a.    Accessed a directory of chiropractic customers hosted by iMatrix on its computers in  
4 California. In violation of the published terms of use for that directory, Baystone  
5 used the information contained therein to target its harmful conduct at iMatrix  
6 chiropractic customers;

7           b.    Used an online "Email the Doctor" or "Email Us" function hosted by iMatrix on its  
8 servers in California, to send emails to numerous iMatrix chiropractic customers;

9           c.    Entered into the "Email the Doctor" or "Email Us" function the following data:

- 10               • Baystone entered "ChiroMatrix" in the "your name" data field—iMatrix's
- 11               trademarked name;
- 12               • Baystone entered "info@chiromatrix" in the "your email" data field—an
- 13               email address maintained by iMatrix;
- 14               • Baystone entered "800-462-8749" in the "your phone" data field—the toll-
- 15               free telephone number for iMatrix;

16           d.    Baystone further entered the following false information into the "Comment" data  
17 field:

18               "Keeping You Informed:

19               ChiroMatrix is currently offering new clients NO CONTRACT, \$0 set  
20 up fee and \$50 per month for their full package! If you paid a set-up  
21 fee when you signed up, signed a contract or if you are currently  
22 paying a higher monthly fee, please call today so this can be adjusted  
23 for your site.

24               Here are a few of the new ChiroMatrix clients that are taking  
25 advantage of this:

26               Dr. Greg Eastlund, www.dreastlund.com, (650) 779-9282  
27               Dr. Joseph Grable, (845) 807-2841"

28           13.    On information and belief, the two doctors who are referenced in the Baystone's  
false emails as "ChiroMatrix clients that are taking advantage" of the purported iMatrix offer,  
Doctors Eastlund and Grable, are new clients of iMatrix who were former clients of Baystone.

11           15. iMatrix incorporates by reference all other paragraphs contained in this Complaint as  
12 if stated herein.

13           16. iMatrix is the owner of a federal trademark registration and common law rights in  
14 the CHIROMATRIX trademark, Reg. No. 3,668,801.

15 17. Baystone used a copy or a confusingly similar imitation of the iMatrix  
16 CHIROMATRIX mark in commercial emails it sent to customers of iMatrix in interstate commerce  
17 without authorization of iMatrix.

18           18.     Baystone's use of iMatrix's mark is likely to cause confusion, mistake or to deceive  
19     the customers of iMatrix.

19. Baystone's use of iMatrix's mark was intended to cause confusion, mistake or to deceive the customers of iMatrix.

22 20. Baystone's use of iMatrix's mark has diluted the goodwill associated with iMatrix's  
23 mark;

24           21. As a direct and proximate result of Baystone's conduct, iMatrix has suffered  
25       compensatory and consequential damages in an amount to be proven at trial.

26           22.     On information and belief, Baystone willfully, intentionally, maliciously,  
27     deliberately and in bad faith infringed iMatrix's marks.

23. This case qualifies for enhanced damages and attorneys' fees pursuant to 1 U.S.C. § 1117.

24. iMatrix's remedies at law are not adequate to compensate for injuries inflicted by Baystone, accordingly, iMatrix is entitled to temporary, preliminary and permanent injunctive relief.

## **SECOND CAUSE OF ACTION**

### **Unfair Competition**

**(Lanham Act, 15 U.S.C. § 1125; Common Law; Cal. Bus. & Prof. Code § 17200)**

25. iMatrix incorporates by reference all other paragraphs contained in this Complaint as if stated herein.

26. iMatrix owns trademark rights in the mark CHIROMATRIX, and does business as an Internet solutions provider under the trade name ChiroMatrix.

27. Baystone used iMatrix's CHIROMATRIX mark and trade name, together with iMatrix's email and telephone, in commercial emails it sent to customers of iMatrix in interstate commerce without authorization of iMatrix.

28. Baystone's use of the CHIROMATRIX mark falsely designated the origin of the purported offer as being from iMatrix.

29. Baystone's use of the CHIROMATRIX mark made a false or misleading statement of fact by indicating that iMatrix was at that time offering to make its services available to existing customers for no contract, with no set-up fees, and for only \$50 per month.

30. Baystone's use of the CHIROMATRIX mark is likely to cause confusion as to the origin, sponsorship or approval of the services or commercial activities described in its emails.

31. Baystone's use of the CHIROMATRIX mark was made in a commercial offer or promotions and misrepresents the nature, characteristics or origin of the services and commercial activities of iMatrix.

32. On information and belief, Baystone's actions were taken purposefully with the intent to harm the goodwill of the iMatrix brand and/or divert sales away from the iMatrix, thereby increasing or preserving Baystone's profits while decreasing iMatrix's present and future profits.

1           33.     Baystone's acts alleged above constitute unfair business practices because the harm  
2 of these business practices outweighs the utility, if any, of these business practices, and are  
3 unscrupulous and injurious to consumers.

4           34.     Baystone's acts alleged above constitute unlawful business practices because  
5 Baystone's conduct is forbidden by multiple laws, including but not limited to 15 U.S.C. § 1125(a),  
6 as well as the common laws, laws of the State of California and laws of the United States.

7           35.     Baystone's acts alleged above constitute fraudulent business practices because  
8 consumers are likely to be deceived.

9           36.     As a direct and proximate cause of Baystone's actions, iMatrix has suffered  
10 compensatory and consequential damages in an amount to be proven at trial, and is entitled to  
11 disgorge Baystone's profits.

12          37.     As a direct and proximate result of Baystone's wrongful acts, iMatrix has suffered  
13 and continues to suffer pecuniary losses and irreparable injury to its business reputation and  
14 goodwill. As such, iMatrix's remedies at law are not adequate to compensate for injuries inflicted  
15 by Baystone. Accordingly, iMatrix is entitled to temporary, preliminary and permanent injunctive  
16 relief.

17          38.     On information and belief, Baystone's actions were willful, intentional, malicious,  
18 deliberate and in bad faith, such that punitive damages are justified and reasonable, at an amount to  
19 be proved at trial.

20          39.     On information and belief, Baystone willfully, intentionally, maliciously,  
21 deliberately and in bad faith infringed iMatrix's brand, thus this case qualifies for enhanced  
22 damages and attorneys' fees pursuant to 15 U.S.C. § 1117

23                                 **THIRD CAUSE OF ACTION**  
24                                 **Intentional Interference with Contract**

25          40.     iMatrix incorporates by reference all other paragraphs contained in this Complaint as  
26 if stated herein.

27          41.     iMatrix has valid existing contracts to provide Internet solutions with many  
28

1 customers who operate chiropractic businesses.

2 42. On information and belief, Baystone knew of the existence of many specific iMatrix  
3 contracts, based upon data obtained from its access to the directory of chiropractic customers hosted  
4 by iMatrix on its computers in California, that is made available to the general public as a service to  
5 help locate possible suppliers of chiropractic services, and otherwise.

6 43. On information and belief, Baystone intentionally sent emails to several iMatrix  
7 customers, falsely purporting to be emails from iMatrix, offering "NO CONTRACT" business  
8 arrangements at very low costs, with the intent to induce a breach of iMatrix's existing contracts  
9 with its customers.

10 44. Baystone's actions described above disrupted iMatrix's existing contractual  
11 relationships.

12 45. As a direct and proximate result of Baystone's actions, iMatrix has suffered and  
13 continues to suffer harm from contracts that would otherwise have been fully performed without  
14 interruption or breach, but which have subsequently not been fully performed.

15 46. As a direct and proximate cause of Baystone's actions, iMatrix has suffered  
16 compensatory and consequential damages in an amount to be proven at trial.

17 47. As a direct and proximate result of Baystone's wrongful acts, iMatrix has suffered  
18 and continues to suffer pecuniary losses and irreparable injury to its business reputation and  
19 contracts. As such, iMatrix's remedies at law are not adequate to compensate for injuries inflicted  
20 by Baystone. Accordingly, iMatrix is entitled to temporary, preliminary and permanent injunctive  
21 relief.

22 48. On information and belief, Baystone's actions were willful, intentional, malicious,  
23 deliberate and in bad faith, such that punitive damages are justified and reasonable, at an amount to  
24 be proved at trial.

#### 25 **FOURTH CAUSE OF ACTION**

##### 26 **Intentional Interference with Prospective Economic Advantage**

27 49. iMatrix incorporates by reference all other paragraphs contained in this Complaint as  
28



1 if stated herein.

2 50. Valid contractual relationships and prospective economic relationships exist with  
3 third party clients of iMatrix that are economically advantageous to iMatrix.

4 51. Baystone's acted wrongfully, apart from the interference with iMatrix's business  
5 relationships itself, by fraudulently sending emails to iMatrix customers purporting to be from  
6 iMatrix and falsely offering nonexistent business terms, and by infringing iMatrix's  
7 CHIROMATRIX trademarks.

8 52. Baystone's wrongful conduct resulted in interference with iMatrix's existing and  
9 prospective business relationships, by imposing significant costs on iMatrix and its clients to clarify  
10 the resulting confusion and negotiate acceptable business terms in the future, and by damaging  
11 iMatrix's reputation with prospective clients.

12 53. On information and belief, Baystone knew of, and intended to interfere with,  
13 iMatrix's existing and prospective business relationships.

14 54. Baystone's actions have directly and proximately caused injury to iMatrix and its  
15 customers and imposed costs on iMatrix and its customers. As a result, iMatrix has been damaged  
16 in an amount to be proven at trial.

#### 17 PRAYER FOR RELIEF

18 WHEREFORE, Plaintiff, iMatrix, prays the Court awards:

- 19 1. Judgment in favor of iMatrix and against Baystone on all claims;
- 20 2. An order temporarily, preliminarily and permanently enjoining Baystone from  
21 trademark infringement, unfair competition, and deceptive business practices as set forth in this  
22 complaint;
- 23 3. Compensatory damages in an amount to be determined at trial;
- 24 4. Baystone's unjust enrichment and profits;
- 25 5. Treble damages for willful infringement;
- 26 6. Statutory damages as may be allowed by law;
- 27 7. Exemplary and punitive damages in an amount to be determined at trial;

- 1           8.     Restitution as allowed by law;
- 2           9.     Pre-judgment interest at the legally allowable rate on all amounts owed;
- 3           10.    Costs, expenses, and reasonable attorneys' fees pursuant to, among others, 15 U.S.C.
- 4     § 1117 and/or the common law; and
- 5           11.    Such other and further relief as the Court may deem just and proper.

6                                   **DEMAND FOR JURY TRIAL**

7           iMatrix, under Rule 38 of the Federal Rules of Civil Procedure, requests a trial by jury of  
8 any issues triable of right by a jury.

9  
10   Dated: September 2, 2010

MINTZ LEVIN COHN FERRIS  
GLOVSKY AND POPEO P.C.

11  
12   By: 

13   Michael Danzig, Esq.  
14   Andrew D. Skale, Esq.  
15   Bruce Elder, Esq.

16                   Attorneys for Plaintiff  
17                   INTERNET MATRIX, INC.

18   5013180v.2



# EXHIBIT 1

**Int. Cl.: 44**

**Prior U.S. Cls.: 100 and 101**

**Reg. No. 3,668,801**

**United States Patent and Trademark Office**

**Registered Aug. 18, 2009**

**SERVICE MARK  
PRINCIPAL REGISTER**

 **ChiroMatrix**

INTERNET MATRIX, INC (CALIFORNIA CORPORATION), DBA CHIROMATRIX

7930 ARJONS DR SUITE D

SAN DIEGO, CA 92126

FOR: PROVIDING A WEBSITE FEATURING INFORMATION IN THE FIELD OF CHIROPRACTICS, IN CLASS 44 (U.S. CLS. 100 AND 101).

FIRST USE 1-2-2003; IN COMMERCE 1-2-2003.

THE COLOR(S) PURPLE AND GRAY IS/ARE CLAIMED AS A FEATURE OF THE MARK.

THE MARK CONSISTS OF THE COLOR PURPLE APPEARING ON THE DESIGN ELEMENT IN THE NATURE OF 3 UPSIDE DOWN "V" SHAPED VERTEBRAE REPRESENTING THE HUMAN SPINE ENCAPSULATED BY A < AND > SIGN WHICH SYMBOLIZES HTML SOURCE CODE AND ON THE WORDING "CHIRO", WITH THE COLOR GRAY APPEARING IN THE WORDING "MATRIX". THE COLOR WHITE IS BACKGROUND OR TRANSPARENT AREA AND IS NOT A PART OF THE MARK.

SER. NO. 77-622,764, FILED 11-26-2008.

LINDA ESTRADA, EXAMINING ATTORNEY



# EXHIBIT 2

**Re: New Patient Message**

Richard Buchanan [drribuchanan@gmail.com]

You replied on 8/25/2010 10:45 AM

Sent: Tue 8/24/2010 5:29 PM

To: ChiroMatrix

---

Can you tell me more?

On Aug 24, 2010 5:48 PM, "ChiroMatrix" <[info@chiromatrix.com](mailto:info@chiromatrix.com)> wrote:

> Dear Dr. Richard Buchanan

>

> You have a new website message from ChiroMatrix ([info@chiromatrix.com](mailto:info@chiromatrix.com)).

>

> Domain: [buchananchiro.com](http://buchananchiro.com)

> Phone: 800-462-8749

>

> Keeping You Informed:

>

> ChiroMatrix is currently offering new clients NO CONTRACT, \$0 set up fee and \$50 per month for their full package! If you paid a set-up fee when you signed up, signed a contract or if you are currently paying a higher monthly fee, please call today so this can be adjusted for your site.

>

> Here are a few of the new ChiroMatrix clients that are taking advantage of this:

> Dr. Greg Eastlund, [www.dreastlund.com](http://www.dreastlund.com), (651) 779-9282

> Dr. Joseph Grable, (845) 807-2841

>

> ChiroMatrix

> (800) 462-8749



**Re: New Patient Message**

Dr Brian Capra [drbrian@billingprecision.com]

You replied on 8/25/2010 10:45 AM

Sent: Wed 8/25/2010 2:46 AM

To: ChiroMatrix

I would like to take advantage of this.

Brian Capra

On Tue, Aug 24, 2010 at 5:25 PM, ChiroMatrix <[info@chiromatrix.com](mailto:info@chiromatrix.com)> wrote:

Dear Dr. Brian Capra

You have a new website message from ChiroMatrix ([info@chiromatrix.com](mailto:info@chiromatrix.com)).

Domain: [principledhealth.com](http://principledhealth.com)

Phone: 800-462-8749

Keeping You Informed:

ChiroMatrix is currently offering new clients NO CONTRACT, \$0 set up fee and \$50 per month for their full package! If you paid a set-up fee when you signed up, signed a contract or if you are currently paying a higher monthly fee, please call today so this can be adjusted for your site.

Here are a few of the new ChiroMatrix clients that are taking advantage of this:

Dr. Greg Eastlund, [www.dreastlund.com](http://www.dreastlund.com), (651) 779-9282

Dr. Joseph Grable, (845) 807-2841

ChiroMatrix

(800) 462-8749

**Fwd: New Patient Message**

Edward Leonard [eddieleonard@gmail.com]

You replied on 8/25/2010 10:38 AM

Sent: Wed 8/25/2010 10:02 AM

To: info@imatrix.com

Your site is being hijacked

----- Forwarded message -----

From: **ChiroMatrix** <info@chiromatrix.com>

Date: Tue, Aug 24, 2010 at 5:03 PM

Subject: New Patient Message

To: doctorleonard@gmail.com

Dear Dr. Eddie Leonard

You have a new website message from ChiroMatrix (info@chiromatrix.com).

Domain: floridawell.com

Phone: 800-462-8749

Keeping You Informed:

ChiroMatrix is currently offering new clients NO CONTRACT, \$0 set up fee and \$50 per month for their full package! If you paid a set-up fee when you signed up, signed a contract or if you are currently paying a higher monthly fee, please call today so this can be adjusted for your site.

Here are a few of the new ChiroMatrix clients that are taking advantage of this:

Dr. Greg Eastlund, www.dreastlund.com, (651) 779-9282

Dr. Joseph Grable, (845) 807-2841

ChiroMatrix

(800) 462-8749

**RE: New Patient Message**

joeocriscuola@hotmail.com on behalf of Joseph Criscuola [drjoe@heritagechirowellness.com]

You replied on 8/25/2010 10:44 AM

Sent: Wed 8/25/2010 5:15 AM

To: info@chiromatrix.com

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Date: Tue, 24 Aug 2010 21:57:52 +0000

To: [joeocriscuola@hotmail.com](mailto:joeocriscuola@hotmail.com)

Subject: New Patient Message

From: [info@chiromatrix.com](mailto:info@chiromatrix.com)

Dear Dr. Joe Criscuola

You have a new website message from [ChiroMatrix \(info@chiromatrix.com\)](mailto:info@chiromatrix.com).

Domain: heritagechirowellness.com

Phone: 800-462-8749

Keeping You Informed:

ChiroMatrix is currently offering new clients NO CONTRACT, \$0 set up fee and \$50 per month for their full package! If you paid a set-up fee when you signed up, signed a contract or if you are currently paying a higher monthly fee, please call today so this can be adjusted for your site.

Here are a few of the new ChiroMatrix clients that are taking advantage of this:

Dr. Greg Eastlund, [www.dreastlund.com](http://www.dreastlund.com), (651) 779-9282

Dr. Joseph Grable, (845) 807-2841

**ChiroMatrix**  
**(800) 462-8749**

JS 44 (Rev. 12/07)

## CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

## I. (a) PLAINTIFFS

INTERNET MATRIX, INC., a California corporation

(b) County of Residence of First Listed Plaintiff San Diego, CA  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

Micha Danzig, Esq., Mintz Levin Cohn Ferris Glovsky and Popeo  
3580 Carmel Mountain Rd., Ste. 300, San Diego, CA 92130

## DEFENDANTS

BAYSTONE MEDIA, INC. New York corporation

County of Residence of First Listed Defendant Nassau, New York  
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

Attorneys (If Known)

10 CV 1 82 8 DMS

CAB

## II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff  
☐ 2 U.S. Government Defendant  
☒ 3 Federal Question (U.S. Government Not a Party)  
☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

## III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- Citizen of This State ☒ 1 Incorporated or Principal Place of Business In This State PTF ☐ 4 DEF ☐ 4  
Citizen of Another State ☐ 2 Incorporated and Principal Place of Business In Another State ☐ 5  
Citizen or Subject of a Foreign Country ☐ 3 Foreign Nation ☐ 6

## IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <b>PERSONAL INJURY</b> <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input checked="" type="checkbox"/> 840 Trademark	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	<b>PRISONER PETITIONS</b> <input type="checkbox"/> 510 Motions to Vacate Sentence <b>Habeas Corpus:</b> <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	<b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	<b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609

## V. ORIGIN

(Place an "X" in One Box Only)

- ☒ 1 Original Proceeding  
☐ 2 Removed from State Court  
☐ 3 Remanded from Appellate Court  
☐ 4 Reinstated or Reopened  
☐ 5 Transferred from another district (specify)  
☐ 6 Multidistrict Litigation  
☐ 7 Appeal to District Judge from Magistrate Judgment

## VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

Lanham Act, 15 U.S.C. §§ 1114, 1125

Brief description of cause: Trademark Infringement, Unfair Competition, Intentional Interference w/Contract

## VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$ Over \$75,000

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

## VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

09/02/2010

SIGNATURE OF ATTORNEY OF RECORD

## FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

**INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44****Authority For Civil Cover Sheet**

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

**I. (a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.

(b) County of Residence. For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)

(c) Attorneys. Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".

**II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.C.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.

United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.

United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.

Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.

Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; federal question actions take precedence over diversity cases.)

**III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.

**IV. Nature of Suit.** Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerks in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.

**V. Origin.** Place an "X" in one of the seven boxes.

Original Proceedings. (1) Cases which originate in the United States district courts.

Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.

Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.

Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.

Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.

Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.

Appeal to District Judge from Magistrate Judgment. (7) Check this box for an appeal from a magistrate judge's decision.

**VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553  
Brief Description: Unauthorized reception of cable service

**VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.

Demand. In this space enter the dollar amount (in thousands of dollars) being demanded or indicate other demand such as a preliminary injunction.

Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.

**VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

**Date and Attorney Signature.** Date and sign the civil cover sheet.

Court Name: USDC California Southern  
Division: 3  
Receipt Number: CAS017580  
Cashier ID: kdelabar  
Transaction Date: 09/02/2010  
Payer Name: AMERICAN MESSENGER SERVICE

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CIVIL FILING FEE  
For: INERNET MATRIX V. BAYSTONE  
Case/Party: D-CAS-3-10-CV-001828-001  
Amount: \$350.00  
-----

CHECK  
Check/Money Order Num: 7309  
Amt Tendered: \$350.00  
-----

Total Due: \$350.00  
Total Tendered: \$350.00  
Change Amt: \$0.00

There will be a fee of \$45.00  
charged for any returned check.